

Northgate Jr Prom

Purchase Requisition # R 57951

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

RECEIVED

JAN 20 2010

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

BUDGET & FISCAL SERVICES

THIS AGREEMENT is made this 11 day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis: 24,000

\$ ~~22,500~~ total fee for Services

* 358-3986-49-5800
BUDGET CODE

* INVOICE NTS ASB act# 211

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 1/11/10. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>7700 Edgewater Drive</u>
Concord, CA 94519-1397	<u>Suite 647</u>
Attn: Superintendent	<u>Oakland, CA 94621</u>
	Phone: <u>510-632-8773 office 510-376-2326 cell</u>
	Fax: <u>510-632-8410</u>
	Tax ID #: <u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature]
 Budget Administrator Date

Title: Principal

By: [Signature] 11 Jan 10
 Date

Title: President - No CA

Authorized by: _____
 Assistant or Associate Superintendent Date

Approved: _____
 Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

 Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
 Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC
NHS ASB acct # 211

Distribution
 original: Fiscal Services for payment
 copy: Contractor
 copy: Originator/Budget Administrator

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Planning services ⇒ execution of Northgate's
Junior Prom to be held at Chabot Space & Science
Center on Saturday, March 20, 2010.

Services of Contractor arranged by



Signature Raul Reyes

Northgate ASB

Department / School

R57951

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/8/2009

PRODUCER (714) 221-1800 FAX: (714) 221-4196 Brown & Brown of California, Inc. CA License # OB02587 PO Box 6989 Orange CA 92863	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED The Event Group 1950 Sawtelle Blvd. Suite 333 Los Angeles CA 90025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Divide Insurance Co</td> <td>25224</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Co	25224	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER A: Great Divide Insurance Co	25224												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPA1006139	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY	CUA1006140	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A		OTHER Business Personal Property	CPA1006139	7/20/2009	7/20/2010	Loc#1 Limit: \$10,000 Ded: \$1,000 Loc#2 Limit: \$5,000 Ded: \$1,000 Replacement Cost 90% Co-ins.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: High School Events - 2009-2010 school year.
 The Certificate Holder is included as Additional Insured as respects to General Liability regarding operations of the Named Insured.
 This certificate supersedes the one dated 12/04/09.
 *10 days notice of cancellation for Non-payment of premium.

CERTIFICATE HOLDER (925) 676-7892 Mt. Diablo Unified School District Attn: Lyn Jones 1936 Carlotta Drive Concord, CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Roger Emmons/JVILLA
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)
The Event Group

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
7700 Edgewater Drive, Suite 647

City, state, and ZIP code
Oakland, CA 94621

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

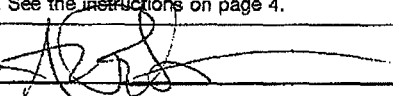
Social security number	
OR	
Employer identification number	94 3231986

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **15 Jan 10**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



THE EVENT GROUP

THE EVENT GROUP, INC.

7700 Edgewater Dr., Suite 647

Oakland, CA 94621

510-632-8773

510-632-8410 fax

EVENT AGREEMENT

TRANSACTION DATE: JANUARY 8, 2010 DATE OF EVENT: MARCH 20, 2010 [SAT]

CLIENT: NORTHGATE HIGH SCHOOL

ADDRESS: 425 CASTLE ROCK ROAD WALNUT CREEK, CA 94598

BUS. PHONE: 925.938.0900 x2191 [FAX] 925.945.6429

ORGANIZER: MR. RAUL REYES HOME PHONE: _____

FUNCTION: JUNIOR PROM

ATTENDANCE: UP TO 700 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 8:00 PM EVENT TIME: 8:00 - 12:00 AM

COST: \$60.00 PER STUDENT DEPOSIT: \$3,500.00

DEPOSIT DUE: ASAP BALANCE DUE: 03/13/10 \$20,500.00*

YOUR EVENT INCLUDES:

**(Based on minimum guarantee only)*

- FOUR HOURS USE OF **CHABOT SPACE & SCIENCE CENTER**
(Located at: 10000 Skyline Boulevard, Oakland)
- GOURMET DESSERT BUFFET
- UNLIMITED SODAS, JUICES, WATER & COFFEE
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- COAT CHECK EQUIPMENT
- ALL APPLICABLE PERMITS
- ADDITIONAL INSURANCE TO MDUSD & FACILITY
- ALL SET-UP AND CLEAN-UP
- EVENT PLANNING SERVICES THROUGHOUT THE YEAR
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$3,500.00 is due as soon as possible. A **SECOND PAYMENT OF \$20,500.00 AND FINAL COUNT INCLUDING CHAPERONES WILL BE DUE 03/17/10.** (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). *****ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE***.** **THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE.** Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. **Your minimum is 400 students.** Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. **Cancellation policy:** Deposits are non-refundable. (Please see contract terms on reverse).

Please make checks payable to: "THE EVENT GROUP".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON _____

BY: _____ TITLE: _____



February 11, 2010

Denise Larkins
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519

Dear Denise,

This letter shall serve as an amendment to The Event Group's Event Agreements for the following contracts:

College Park High School Junior Prom, March 27, 2010

College Park High School Senior Ball, May 22, 2010

Northgate High School Senior Picnic, date TBD

Northgate High School Junior Prom, March 20, 2010

Northgate High School Senior Ball, May 8, 2010

In reference to the terms on the reverse side of the Agreement, we will forgo numbers 4, 7, 13, 14 and 15.

We respectfully request that should injury result from the clients' own negligence, The Event Group will not held liable.

Please countersign to reflect your agreement to the amendment.

Yours,

Ami Peterson

Ami Peterson
President, Northern CA
The Event Group

Mt. Diablo Unified School District

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to The Event Group, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but The Event Group, Inc.
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. The Event Group, Inc. reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. Client shall not carry guests in excess of stated limit for the facility.
4. ~~Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of The Event Group, Inc.~~
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, it's furnishings, equipment, etc. caused by client, it's agents or guests.
7. ~~The Event Group, Inc. shall not be responsible for any injury suffered by the client, it's agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed by The Event Group, Inc. on the premises. The Event Group, Inc. shall further have no responsibility for loss or damage to the personal property of client, it's agents or guests.~~
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. The Event Group, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. The Event Group, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, The Event Group, Inc. is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by The Event Group, Inc.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, The Event Group, Inc. would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to The Event Group, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by The Event Group, Inc., as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate The Event Group, Inc. for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.
13. ~~The Event Group, Inc. reserves the right to, without prior notification to the patron, relocate the event from one vessel to another under circumstances beyond our control.~~ N/A
14. ~~The captain shall be in complete control of the navigation of the vessel and shall have the right to deviate from the aforesaid described route of the voyage where the captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests.~~ N/A
15. ~~The Event Group, Inc. is not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure.~~ N/A

The Event Group, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for it's patrons.

The Event Group, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. The Event Group, Inc. thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS:

INITIALS

Insurance Information
OK Per Lori

Cindy Koll

From: Pat Fink [finkp@mdusd.k12.ca.us]
Sent: Tuesday, January 19, 2010 3:19 PM
To: 'Cindy Koll'
Subject: FW: TEG Insurance

Please read below about the ins cert we just discussed for The Event Group – looks like the \$2 million amount is not needed. Thanks.

Pat Fink, Office Manager
Northgate High School, MDUSD
425 Castle Rock Road, Walnut Creek, CA 94598
(925)938-0900 x 3507 fax: (925)945-6429

From: Ami Peterson [mailto:ami@californiaproms.com]
Sent: Tuesday, January 19, 2010 2:59 PM
To: finkp@mdusd.k12.ca.us
Subject: TEG Insurance

Hi Pat!

Please let me know if you need anything else.

Thanks!

Ami Peterson
The Event Group
7700 Edgewater Drive, Suite 647
Oakland, CA 94621
510-632-8773 office
510-632-8410 fax
510-376-2326 cell
www.californiaproms.com

From: Lori Amenta [mailto:amental@mdusd.k12.ca.us]
Sent: Tuesday, November 24, 2009 3:54 PM
To: Ami Peterson
Cc: 'Barbara Oaks'; 'Cheri Cheng'; 'Lyn Jones'; 'Greg Rolen'
Subject: FW: Proms

Ami,

Thank you very much for the email. Our insurance broker has reviewed your email and insurance. I am also copying those at College Park who may need to know. Here is the analysis:

The Event Group

Workers Comp - Event Group has no employees so no need for workers comp
Auto Liability - Not driving on behalf of the district so no auto liability on cert is okay.
General Liability limits are sufficient. Their Excess Liability limit plus their General Liability limit gives them \$2 million each occurrence.
If prom is not being held on district grounds, then there is no need to name the district additional insured as Event Group is just booking a facility for the prom.

Thanks and Happy Thanksgiving!

Lori

Lori Amenta
Administrative Assistant
Office of General Counsel
Mt. Diablo Unified School District
(925) 682-8000, ext. 4002 (office)
(925) 680-2505 (fax)

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.432 / Virus Database: 270.14.150/2632 - Release Date: 01/19/10 17:49:00

Purchase Requisition # R57986

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

N Sr
PERSONNEL SERVICES

FEB 01 2010

RECEIVED
BUSD

FEB 01 2010

BUDGET & FISCAL SERVICES

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 11 day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ > 46,340 total fee for Services

358-3936-49-5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

* Invoice NHS
ASB acct# 210 - Senior class

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 1-11-10. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

Purchase Requisition # R57986

MSR

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>7700 Edgewater Drive</u>
Concord, CA 94519-1397	<u>Suite 647</u>
Attn: Superintendent	<u>Oakland, CA 94621</u>
	Phone: <u>510-632-8773 office 510-376-2326 cell</u>
	Fax: <u>510-632-8410</u>
	Tax ID #: <u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

NSR

Purchase Requisition # R57986

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 1/21/10
 Budget Administrator Date
 Title: Principal

By: [Signature] 1/21/10
 Date
 Title: President - NCCA

Authorized by: _____
 Assistant or Associate Superintendent Date

Approved: _____
 Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

 Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
 Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC
NTS ASB Acct # 210
Senior class

Distribution
 original: Fiscal Services for payment
 copy: Contractor
 copy: Originator/Budget Administrator

Purchase Requisition # R57986
EXHIBIT A

NSR


LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Planning services & execution of Senior
Ball for Northgate High School on May 8, 2010
at the Palace Hotel

Services of Contractor arranged by



Signature

Northgate H.S.

Department School



THE EVENT GROUP

THE EVENT GROUP, INC.

7700 Edgewater Dr., Suite 647

Oakland, CA 94621

510-632-8773

510-632-8410 fax

EVENT AGREEMENT

TRANSACTION DATE: JANUARY 22, 2010 DATE OF EVENT: MAY 08, 2010 [SAT]

CLIENT: NORTHGATE HIGH SCHOOL

ADDRESS: 425 CASTLE ROCK ROAD WALNUT CREEK, CA 94598

BUS. PHONE: 925.938.0900 x2191 [FAX] 925.945.6429

ORGANIZER: MR. RAUL REYES HOME PHONE: _____

FUNCTION: SENIOR BALL

ATTENDANCE: UP TO 700 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 7:30 PM EVENT TIME: 7:30 - 11:30 PM

COST: \$120.85 PER STUDENT DEPOSIT: \$22,000.00

DEPOSIT DUE: INSTALLMENTS BALANCE DUE: 04/20/10 \$26,340.00*

*(Based on minimum guarantee only)

YOUR EVENT INCLUDES:

- FOUR HOURS USE OF **THE PALACE HOTEL'S GRAND BALLROOM & REGENCY FOYER**
(Located at: 2 New Montgomery, San Francisco)
- GOURMET BUFFET DINNER
- UNLIMITED SODAS, JUICES AND TEA
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- ADDITIONAL INSURANCE TO MDUSD & FACILITY
- ALL SET-UP AND CLEAN-UP
- EVENT PLANNING SERVICES THROUGHOUT THE YEAR
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$10,000.00 is due on FEBRUARY 5, 2010. A SECOND PAYMENT OF \$10,000 will be due by APRIL 1, 2010. **A FINAL PAYMENT OF \$26,340.00 AND FINAL COUNT INCLUDING CHAPERONES WILL BE DUE 04/20/10. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). ***ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE***. THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE.**

Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. **Your minimum is 400 students.** Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. **Cancellation policy:** Deposits are non-refundable. **(PLEASE REVIEW AND INITIAL CONTRACT TERMS ON REVERSE. Please make checks payable to: "THE EVENT GROUP".**

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON _____

BY: _____ TITLE: _____

OK John



February 11, 2010

Denise Larkins
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519

Dear Denise,

This letter shall serve as an amendment to The Event Group's Event Agreements for the following contracts:

College Park High School Junior Prom, March 27, 2010

College Park High School Senior Ball, May 22, 2010

Northgate High School Senior Picnic, date TBD

Northgate High School Junior Prom, March 20, 2010

Northgate High School Senior Ball, May 8, 2010

In reference to the terms on the reverse side of the Agreement, we will forgo numbers 4, 7, 13, 14 and 15.

We respectfully request that should injury result from the clients' own negligence, The Event Group will not held liable.

Please countersign to reflect your agreement to the amendment.

Yours,

Ami Peterson

Ami Peterson
President, Northern CA
The Event Group

Mt. Diablo Unified School District

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to The Event Group, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but The Event Group, Inc.
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. The Event Group, Inc. reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. Client shall not carry guests in excess of stated limit for the facility.
4. ~~Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of The Event Group, Inc.~~
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, it's furnishings, equipment, etc. caused by client, it's agents or guests.
7. ~~The Event Group, Inc. shall not be responsible for any injury suffered by the client, it's agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed by The Event Group, Inc. on the premises. The Event Group, Inc. shall further have no responsibility for loss or damage to the personal property of client, it's agents or guests.~~
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. The Event Group, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. The Event Group, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, The Event Group, Inc. is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by The Event Group, Inc.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, The Event Group, Inc. would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to The Event Group, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by The Event Group, Inc., as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate The Event Group, Inc. for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.
13. ~~The Event Group, Inc. reserves the right to, without prior notification to the patron, relocate the event from one vessel to another under circumstances beyond our control.~~ N/A BC
14. ~~The captain shall be in complete control of the navigation of the vessel and shall have the right to deviate from the aforesaid described route of the voyage where the captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests.~~ N/A BC
15. ~~The Event Group, Inc. is not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure.~~ N/A BC

The Event Group, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for it's patrons.

The Event Group, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. The Event Group, Inc. thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS:

INITIALS

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The Event Group

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
7700 Edgewater Drive, Suite 647

City, state, and ZIP code
Oakland, CA 94621

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OF

Employer identification number
94 ; 3231986


Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **15 Jan 10**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

R57986

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/8/2009
PRODUCER (714) 221-1800 FAX: (714) 221-4196 Brown & Brown of California, Inc. CA License # OB02587 PO Box 6989 Orange CA 92863		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED The Event Group 1950 Sawtelle Blvd. Suite 333 Los Angeles CA 90025		INSURERS AFFORDING COVERAGE INSURER A: Great Divide Insurance Co 25224 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPA1006139	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP. (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	CUA1006140	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$10,000				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
A		OTHER Business Personal Property	CPA1006139	7/20/2009	7/20/2010	E.L. DISEASE - POLICY LIMIT \$
						Loc#1 Limit: \$10,000 Ded: \$1,000
						Loc#2 Limit: \$5,000 Ded: \$1,000
Replacement Cost: 90% Co-ins.						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: High School Events - 2009-2010 school year.
 The Certificate Holder is included as Additional Insured as respects to General Liability regarding operations of the Named Insured.
 This certificate supersedes the one dated 12/04/09.
 *10 days notice of cancellation for Non-payment of premium.

CERTIFICATE HOLDER (925) 676-7892 Mt. Diablo Unified School District Attn: Lyn Jones 1936 Carlotta Drive Concord, CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Roger Emmons/JVILLA
---	---

College Park Jr Prom

Purchase Requisition # R57961

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 11 day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 129,200 total fee for Services

324 - 3936 - 49 - 5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ ✓ _____ per engagement.

see agreement attached

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 1/11/10. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

Purchase Requisition # R57961

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>7700 Edgewater Drive</u>
Concord, CA 94519-1397	<u>Suite 647</u>
Attn: Superintendent	<u>Oakland, CA 94621</u>
	Phone: <u>510-632-8773 office 510-376-2326 cell</u>
	Fax: <u>510-632-8410</u>
	Tax ID #: <u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # R57961

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: Barbara Oake 1/19/10
Budget Administrator Date

By: [Signature] 11 Jan 10
Date

Title: Principal, CPHS

Title: President - No CA

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Barbara Oake 1/19/10
Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Planning services & execution of College Park's
Junior Prom to be held at Golden Gate fields
on Saturday, March 27, 2010.

Services of Contractor arranged by Pete Alon
Signature
CRYS/Leadership
Department / School



THE EVENT GROUP

THE EVENT GROUP, INC.

7700 Edgewater Dr., Suite 647

Oakland, CA 94621

510-632-8773

510-632-8410 fax

EVENT AGREEMENT

TRANSACTION DATE: JANUARY 6, 2010 DATE OF EVENT: MARCH 20, 2010 [SAT]

CLIENT: COLLEGE PARK HIGH SCHOOL

ADDRESS: 201 VIKING DRIVE, PLEASANT HILL, CA 94523

BUS. PHONE: 925.682.7670 [FAX] 925.676.7892

ORGANIZER: MS. BRENDA BETETA HOME PHONE: _____

FUNCTION: PIN TOP PROM

ATTENDANCE: UP TO 500 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 8:00 PM EVENT TIME: 8:00 - 11:30 PM

COST: \$73.00 PER STUDENT DEPOSIT: \$4,000.00

DEPOSIT DUE: RECEIVED BALANCE DUE: 03/12/10 \$25,200.00*

YOUR EVENT INCLUDES:

**(Based on minimum guarantee only)*

- THREE HOURS USE OF **GOLDEN GATE FIELDS**
[Located at: 1100 Eastshore Highway - Albany]
- GOURMET HORS D'OEUVRES DISPLAY
- DISC JOCKEY MIGUEL "HIGHTOP" FONSECA
- UNLIMITED SODAS, JUICES, STILL & SPARKLING WATER
- ADDITIONAL INSURANCE
- ALL SET-UP, BREAK-DOWN & JANITORIAL
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- EVENT GROUP HOST, STAFF AND SECURITY

A Deposit payment of \$4,000.00 was received on 06/26/09 - THANK YOU! A SECOND PAYMENT OF \$25,200.00 AND FINAL COUNT INCLUDING CHAPERONES WILL BE DUE 03/12/10. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). *****ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE***.** THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE. Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. Your minimum is 400 students. Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: Deposits are non-refundable. (Please see contract terms on reverse)

Please make checks payable to: "THE EVENT GROUP".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON _____

BY: _____ TITLE: _____



February 11, 2010

Denise Larkins
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519

Dear Denise,

This letter shall serve as an amendment to The Event Group's Event Agreements for the following contracts:

College Park High School Junior Prom, March 27, 2010

College Park High School Senior Ball, May 22, 2010

Northgate High School Senior Picnic, date TBD

Northgate High School Junior Prom, March 20, 2010

Northgate High School Senior Ball, May 8, 2010

In reference to the terms on the reverse side of the Agreement, we will forgo numbers 4, 7, 13, 14 and 15.

We respectfully request that should injury result from the clients' own negligence, The Event Group will not held liable.

Please countersign to reflect your agreement to the amendment.

Yours,

Ami Peterson

Ami Peterson
President, Northern CA
The Event Group

Mt. Diablo Unified School District

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to The Event Group, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but The Event Group, Inc.
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. The Event Group, Inc. reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. Client shall not carry guests in excess of stated limit for the facility.
4. ~~Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of The Event Group, Inc.~~
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, it's furnishings, equipment, etc. caused by client, it's agents or guests.
7. ~~The Event Group, Inc. shall not be responsible for any injury suffered by the client, it's agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed by The Event Group, Inc. on the premises. The Event Group, Inc. shall further have no responsibility for loss or damage to the personal property of client, it's agents or guests.~~
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. The Event Group, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. The Event Group, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, The Event Group, Inc. is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by The Event Group, Inc.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, The Event Group, Inc. would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to The Event Group, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by The Event Group, Inc., as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate The Event Group, Inc. for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.
13. ~~The Event Group, Inc. reserves the right to, without prior notification to the patron, relocate the event from one vessel to another under circumstances beyond our control.~~ N/A
14. ~~The captain shall be in complete control of the navigation of the vessel and shall have the right to deviate from the aforesaid described route of the voyage where the captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests.~~ N/A
15. ~~The Event Group, Inc. is not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure.~~ N/A

The Event Group, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for it's patrons.

The Event Group, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. The Event Group, Inc. thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS:

INITIALS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2009

PRODUCER (714)221-1800 FAX: (714)221-4196
Brown & Brown of California, Inc.
CA License # OB02587
PO Box 6989
Orange CA 92863

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The Event Group
1950 Sawtelle Blvd.
Suite 333
Los Angeles CA 90025

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great Divide Insurance Co	25224
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA1006139	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUA1006140	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Business Personal Property	CPA1006139	7/20/2009	7/20/2010	Loc#1 Limit:\$10,000 Ded: \$1,000 Loc#2 Limit:\$5,000 Ded: \$1,000 Replacement Cost 90% Co-ins.								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: High School Events - 2009-2010 school year.

The Certificate Holder is included as Additional Insured as respects to General Liability regarding operations of the Named Insured.

This certificate supersedes the one dated 12/04/09.

*10 days notice of cancellation for Non-payment of premium.

CERTIFICATE HOLDER

(925) 676-7892

Mt. Diablo Unified School District
Attn: Lyn Jones
1936 Carlotta Drive
Concord, CA 94519-1397

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roger Emmons/JVILLA



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Purchase Requisition # R57962

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 11 day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 733,600 total fee for Services

324 - 3936 - 49 - 5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ ✓ _____ per engagement.

see agreement attached

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 1-11-10. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

Purchase Requisition # R57962

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: The Event Group
Address: 7700 Edgewater Drive
Suite 647
Oakland, CA 94621
Phone: 510-632-8773 office 510-376-2326 cell
Fax: 510-632-8410
Tax ID #: 94-3231986

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # R57962

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: Barbara Orke 1/19/10
Budget Administrator Date

By: [Signature] 1/19/10
Date

Title: Principal, CPHS

Title: President - NCSA

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Barbara Orke 1/19/10
Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature _____

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
 original: Fiscal Services for payment
 copy: Contractor
 copy: Originator/Budget Administrator

Purchase Requisition # R57962
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Planning services and execution of the Senior Ball for College Park High School to be held on May 22, 2010 at the Scottish Rite.

Services of Contractor arranged by

Patricia A. ...
Signature

CPHS / Leadership
Department / School



THE EVENT GROUP

THE EVENT GROUP, INC.
7700 Edgewater Dr., Suite 647
Oakland, CA 94621
510-632-8773
510-632-8410 fax

EVENT AGREEMENT

[REVISED]

TRANSACTION DATE: JANUARY 21, 2010 DATE OF EVENT: MAY 22, 2010 [SAT]

CLIENT: COLLEGE PARK HIGH SCHOOL

ADDRESS: 201 VIKING DRIVE, PLEASANT HILL, CA 94523

BUS. PHONE: 925.682.7670 x3215 [FAX] 925.676.7892

ORGANIZER: MS. BRENDA BETETA HOME PHONE: _____

FUNCTION: SENIOR BALL

ATTENDANCE: UP TO 700 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 8:00 PM EVENT TIME: 8:00 - 12:00 AM

COST: \$89.00 PER STUDENT DEPOSIT: \$8,000.00

DEPOSIT DUE: RECEIVED BALANCE DUE: 05/01/09 \$27,600.00*

YOUR EVENT INCLUDES:

*(Based on minimum guarantee only)

- FOUR HOURS EXCLUSIVE USE OF THE **OAKLAND SCOTTISH RITE**
(Located at: 1547 Lakeside Drive - Oakland)
- GOURMET DESSERT DISPLAY
- UNLIMITED SODAS, PROM PUNCH AND WATER STATIONS
- DISC JOCKEY [OF YOUR CHOOSING] WITH SOUND & LIGHTING
- ADDITIONAL INSURANCE
- ALL SET-UP, BREAK-DOWN & JANITORIAL
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- EVENT GROUP HOST, STAFF AND SECURITY

A deposit payment of \$8,000.00 was received on 06/26/09 - THANK YOU! A SECOND PAYMENT OF \$27,600.00 AND FINAL COUNT INCLUDING CHAPERONES WILL BE DUE 05/14/10. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). ***ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE***. THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE. Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. Your minimum is 400 students. Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: Deposits are non-refundable. PLEASE REVIEW AND INITIAL CONTRACT TERMS ON REVERSE.

Please make checks payable to: "THE EVENT GROUP".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON _____ , _____

BY: _____ TITLE: _____



February 11, 2010

Denise Larkins
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519

Dear Denise,

This letter shall serve as an amendment to The Event Group's Event Agreements for the following contracts:

College Park High School Junior Prom, March 27, 2010

College Park High School Senior Ball, May 22, 2010

Northgate High School Senior Picnic, date TBD

Northgate High School Junior Prom, March 20, 2010

Northgate High School Senior Ball, May 8, 2010

In reference to the terms on the reverse side of the Agreement, we will forgo numbers 4, 7, 13, 14 and 15.

We respectfully request that should injury result from the clients' own negligence, The Event Group will not held liable.

Please countersign to reflect your agreement to the amendment.

Yours,

Ami Peterson

Ami Peterson
President, Northern CA
The Event Group

Mt. Diablo Unified School District

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to The Event Group, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but The Event Group, Inc.
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. The Event Group, Inc. reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. Client shall not carry guests in excess of stated limit for the facility.
4. ~~Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of The Event Group, Inc.~~
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, it's furnishings, equipment, etc. caused by client, it's agents or guests.
7. ~~The Event Group, Inc. shall not be responsible for any injury suffered by the client, it's agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed by The Event Group, Inc. on the premises. The Event Group, Inc. shall further have no responsibility for loss or damage to the personal property of client, it's agents or guests.~~
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. The Event Group, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. The Event Group, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, The Event Group, Inc. is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by The Event Group, Inc.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, The Event Group, Inc. would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to The Event Group, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by The Event Group, Inc., as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate The Event Group, Inc. for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.
13. ~~The Event Group, Inc. reserves the right to, without prior notification to the patron, relocate the event from one vessel to another under circumstances beyond our control.~~ N/A BC
14. ~~The captain shall be in complete control of the navigation of the vessel and shall have the right to deviate from the aforesaid described route of the voyage where the captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests.~~ N/A BC
15. ~~The Event Group, Inc. is not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure.~~ N/A BC

The Event Group, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for it's patrons.

The Event Group, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. The Event Group, Inc. thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS:

INITIALS

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/8/2009

PRODUCER (714)221-1800 FAX: (714)221-4196 Brown & Brown of California, Inc. CA License # OB02587 PO Box 6989 Orange CA 92863	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED The Event Group 1950 Sawtelle Blvd. Suite 333 Los Angeles CA 90025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A: Great Divide Insurance Co</td> <td>25224</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Great Divide Insurance Co	25224	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPA1006139	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CUA1006140	7/20/2009	7/20/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Business Personal Property	CPA1006139	7/20/2009	7/20/2010	Loc#1 Limit: \$10,000 Ded: \$1,000
					Loc#2 Limit: \$5,000 Ded: \$1,000
					Replacement Cost 90% Co-ins.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: High School Events - 2009-2010 school year.
 The Certificate Holder is included as Additional Insured as respects to General Liability regarding operations of the Named Insured.
 This certificate supersedes the one dated 12/04/09.
 *10 days notice of cancellation for Non-payment of premium.

CERTIFICATE HOLDER (925) 676-7892 Mt. Diablo Unified School District Attn: Lyn Jones 1936 Carlotta Drive Concord, CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Roger Emmons/JVILLA
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.